



Lake County Purchasing Division  
18 North County Street – 9<sup>th</sup> Floor  
Waukegan, Illinois 60085-4350  
(847) 377-2929  
[EMAIL: Purchasing@lakecountyil.gov](mailto:Purchasing@lakecountyil.gov)

#### SUBMISSION INFORMATION

INVITATION: 13041  
BID OPENING DATE: February 11<sup>th</sup> 2013  
TIME: 2:00 p.m. Local Time  
LOCATION: Purchasing Division

Submit one original and one electronic copy on a CD  
ISSUANCE DATE: January 28<sup>th</sup> 2013  
BUYER: Brandy Schroff

#### INVITATION TO BID VENDOR INFORMATION

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

#### Radio Equipment and Accessories for the Lake County Sheriff's Office, Waukegan, IL

ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENSION
1.	Radio, P7250, Port, 800 Mhz Manufacturer Part Number: MAPT-S7HXX	10	EACH	\$ _____	\$ _____
2.	Ant, P7200, 1/4 wave whip Manufacturer Part Number: MAPT-NC5X	10	EACH	\$ _____	\$ _____
3.	Feature Pac, PROVOICE & P25 Trunking, P720 Manufacturer Part Number: MAPT-PKGPP	10	EACH	\$ _____	\$ _____
4.	Feature, Profile, P7200 Manufacturer Part Number: MAPT-PL5K	10	EACH	\$ _____	\$ _____
5.	Spkr/Mic, P7200, w/Ant Port Manufacturer Part Number: MAPT-AE7B	10	EACH	\$ _____	\$ _____
6.	Feature, 256-AES, 64-DES ECP Encryption Manufacturer Part Number: MAPT-PKG8F	10	EACH	\$ _____	\$ _____
7.	Belt Clip, P7200 Manufacturer Part Number: MAPT-HC7P	10	EACH	\$ _____	\$ _____
8.	Charger, multi-unit, P7200 for NiCd & NiMH batteries only Manufacturer Part Number: MAPT-CH9A	10	EACH	\$ _____	\$ _____
9.	SINGLE UNIT RPD CHRGR, NiCd & NiMH only Manufacturer Part Number: MAPT-CH9E	10	EACH	\$ _____	\$ _____
	<b>TOTAL BID AMOUNT</b>				\$ _____

**NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified.

Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered. Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.



#### THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: \_\_\_\_\_ % \_\_\_\_\_ DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request.

Additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33e- 3o or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

## LAKE COUNTY - INVITATION FOR BIDS: TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bids is issued pursuant to applicable provisions of the Lake County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Lake County Purchasing Division until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Lake County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Lake Purchasing Division. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Lake reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has sixty (60) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsible bidder meeting specifications. The County reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **TAXES.** Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from state and local taxes.
12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.
13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
15. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.
16. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The County shall be entitled to recover its attorney's fees and expenses in any successful action by the County to enforce this contract.
17. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
18. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
19. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
20. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Illinois Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
21. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.
22. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be found exclusively in the 19<sup>th</sup> Judicial Circuit Court, State of Illinois.

## **GENERAL TERMS AND CONDITIONS**

### **Radio Communications Equipment and Accessories for Lake County**

**January 2013**

1. **Intention:** It is the intent of Lake County to establish a source that provides Public Safety Radio Communications Equipment and accessories to the Lake County Sheriff's Office that will operate on the County's 800 MHz EDACS Trunked Radio System located in Lake County, Illinois and on 800/700 MHz Trunked P25 Radio Systems located in the State of Illinois.
2. **Delivery Conditions:** All radio equipment shall be bid F.O.B. Destination to Lake County site designated by the Sheriffs Department. The term F.O.B. Destination shall mean delivered and unloaded at delivery site listed, with all charges for transportation and unloading paid by the Contractor. Any claim for loss or damage shall be between the Contractor and the carriers.
3. **Warranty:** All material furnished under this contract shall be of good quality, workmanship and fit for the use intended. The bidder shall provide a minimum twelve-month (12 month) warranty for all services. This warranty shall provide for 100% parts and labor, required to repair or service radio system equipment during the warranty period. Consumable supplies are excluded from this warranty. No deductible shall be allowed during the 100% warranty period. The warranty period will commence upon completion of repairs or services. The Contractor must respond to warranty requests within twenty-four (24) hours and guarantee repair or replacement within five (5) days.
4. **Award:** Award will be made to the lowest responsive and responsible bidder who is best qualified to perform in accordance with the specifications, terms and conditions of the bid. Lake County reserves the right to purchase radio equipment, features and accessories under separate contracts. Lake County reserves the right to split the award on a line item basis if deemed in the best interests of Lake County. Bidders are instructed to clearly indicate any exception taken to the specifications, terms and conditions herein. Please be advised that any exceptions may cause your bid to be disqualified.
5. **Unbalanced Bidding:** Bidders shall not submit a bid that contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items are substantially out of line with the current market price for the materials and/or work covered hereby. The County reserves the right not to award or to negotiate any items whose unit prices appear excessive or unbalanced.
6. **Specifications:** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number. Lake County hereby reserves the right to approve as an equal, or to reject as not being equal, any radio equipment, feature or accessory the bidder proposes to furnish which contains major variations or deviations for the OEM. All bidders must demonstrate product comparability and compatibility with products specified herein
7. **Invoices and Payments:** A purchase order will be issued for the products/services covered by this bid. The Contractor shall submit invoice(s) detailing the products/services provided, based upon receipt and acceptance of the products/services. Payment shall be made in accordance with the Local Government Prompt Payment Act. Purchase order must be identified on all invoices.

8. **Termination:** The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days' written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.
9. **Hold Harmless Clause:** The Contractor agrees to indemnify, save harmless and defend Lake County, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project due to Bidder's sole negligence. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereafter.
10. **Additional Information:** Should the Bidder require additional information about this bid, please email to [purchasing@lakecountyiil.gov](mailto:purchasing@lakecountyiil.gov) no less than seven (7) days prior to the bid opening date. Questions may also be faxed to Lake County Purchasing Division at 847-984-5889. ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the Bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Bidder to improperly submit a bid.
11. **Change in Status:** The Bidder shall notify Lake County immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Lake County shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.
12. **Precedence:** Where there appears to be variances or conflicts, the following order of precedence shall prevail: Specifications; General Terms and Conditions; Lake County Invitation for bids General Terms and Specifications, and the Contractor's Bid Response.
13. **Most Favored Customer:** The Contractor guarantees that the prices covered by this contract shall be the lowest prices offered to any customer for similar goods/services during the period of this contract. If the Contractor offers lower prices or new rate plans or similar goods/services to any other customer during the contract period, then these lower prices shall be offered to Lake County, and the contract shall be modified accordingly.
14. **Non-Enforcement by the County:** The Contractor shall not be excused from complying with any of the requirements of the contract because of any failure on the part of the County, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

**15. Jurisdiction, Venue, Choice of Law:** This invitation to bid and any contract resulting therefrom shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19<sup>th</sup> Judicial Circuit Court, State of Illinois.

**16. Evaluation Criteria, Contractor's Qualifications and Value-Added Services:** All bidders must be qualified suppliers and demonstrate the capability to provide products/services required in accordance with the bid specifications. Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Quality of workmanship/reliability
- Providing similar products/services to other organizations of similar size for a minimum of five years
- Ability to perform in accordance with bid specifications
- References/Years in business
- Value-added services

Bidder shall provide customer references on the forms that follow. Each bidder shall submit a statement of current financial condition.

These additional criteria will be considered in selecting a successful bidder. The County reserves the right to consult references, financial statements and any other resources to determine the capability of the bidder.

**NOTE: Please complete the Contractor Qualifications form included herein.**

**17. Insurance:** The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

\* **Workmen's Compensation Insurance** covering all liability of the Contractor arising under the Workmen's Compensation Act and Workmen's Occupational Disease Act; limits of liability not less than statutory requirements.

\* **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use therefrom.

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

\* Contractor agrees that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
2. The Contractor’s insurance shall be primary in the event of a claim.
3. Lake County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to:  
Lake County Purchasing, 18 North County Street, Waukegan, IL 60085-4350
4. **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Lake County may purchase such insurance coverages and charge the expense thereof to the Contractor.

## CONTRACTOR QUALIFICATIONS

(ATTACH ADDITIONAL PAGES AS NEEDED)

### Name and address of office from which this contract will be administered

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Project Manager \_\_\_\_\_

# Years in Business \_\_\_\_\_ Number of Employees \_\_\_\_\_

Annual Sales: \$ \_\_\_\_\_ Dunn & Bradstreet \_\_\_\_\_

List employees who will be dedicated to Lake County: (Attach additional pages as necessary)

Name	Position	# Years	Responsibility/Experience	Task

## REFERENCES

List below other organizations (users of similar size and structure to Lake County preferred) for which these or other similar services have been provided:

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_

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Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_